



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER OF PATENTS AND TRADEMARKS
Washington, D.C. 20231
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/504,159	02/15/2000	Lalitha Vaidyanathan	11374-002001	7527

28863 7590 08/29/2002
SHUMAKER & SIEFFERT, P. A.
8425 SEASONS PARKWAY
SUITE 105
ST. PAUL, MN 55125

EXAMINER

VIG, NARESH

ART UNIT	PAPER NUMBER
----------	--------------

3629

DATE MAILED: 08/29/2002

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary	Application No.	Applicant(s)	
	09/504,159	VAIDYANATHAN ET AL.	
Examiner	Art Unit		
Naresh Vig	3629		

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) Responsive to communication(s) filed on 16 July 2002.
- 2a) This action is **FINAL**. 2b) This action is non-final.
- 3) Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) Claim(s) 1 - 31 and 56 - 74 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) Claim(s) _____ is/are allowed.
- 6) Claim(s) 1 - 31 and 56 - 74 is/are rejected.
- 7) Claim(s) _____ is/are objected to.
- 8) Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) The specification is objected to by the Examiner.
- 10) The drawing(s) filed on _____ is/are: a) accepted or b) objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) The proposed drawing correction filed on _____ is: a) approved b) disapproved by the Examiner.
If approved, corrected drawings are required in reply to this Office action.
- 12) The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

- 13) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) All b) Some * c) None of:
1. Certified copies of the priority documents have been received.
 2. Certified copies of the priority documents have been received in Application No. _____.
 3. Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- * See the attached detailed Office action for a list of the certified copies not received.
- 14) Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) The translation of the foreign language provisional application has been received.
- 15) Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

- | | |
|--|--|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) Paper No(s). _____ . |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948) | 5) <input type="checkbox"/> Notice of Informal Patent Application (PTO-152) |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ . | 6) <input type="checkbox"/> Other: _____ . |

DETAILED ACTION

Response to Amendment

This is in response to the Applicant's response received on July 16, 2002 to the Office Action mailed on April 25, 2002. Cancellation of claim numbers 32 – 55, amendments to claims 1 – 7, 11 – 12, 14 – 15 and 26, and, new claims 56 – 74 are acknowledged. There are 50 claims i.e. claims 1 – 31 and 56 – 74 are pending for examination.

Claim Rejections - 35 USC § 102

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent.

The changes made to 35 U.S.C. 102(e) by the American Inventors Protection Act of 1999 (AIPA) do not apply to the examination of this application as the application being examined was not (1) filed on or after November 29, 2000, or (2) voluntarily published under 35 U.S.C. 122(b). Therefore, this application is examined under 35 U.S.C. 102(e) prior to the amendment by the AIPA (pre-AIPA 35 U.S.C. 102(e)).

Claim 1, 3 – 5, 22 – 24 and 73 are rejected under 35 USC 102(e) as being unpatentable over Sloo US Patent 5,895,450.

Regarding Claim 1, Sloo discloses a computer program and a programmed apparatus for automatically handling and resolving user complaints against subjects. The program includes a routine for directing the apparatus to receive a complaint from a complainant against a subject, a routine for directing the apparatus to receive from the subject a response to the complaint, a routine to direct the apparatus to store the complaint and response in a data record, and a routine for negotiating a settlement of the complaint. (abstract)

The program prompts the user to enter identifying information and creates a data record that is used to store the particular complaint, response, and other information relating to the complaint, prompts the user to enter his or her complaint and stores the complaint in the data record. (col. 4, lines 45 – 67).

Sloo also discloses to allow the user to proceed by selecting one of the following options: "Negotiate the Complaint" to allow the user and subject to enter into private negotiations in an attempt to resolve the complaint; "Request a Judge/Jury" to allow either the user or subject to request intervention by a third party to resolve the dispute; "Automatic Negotiator" to allow the apparatus to determine a resolution to the dispute; and "Appeal a Decision" to allow either part to appeal a decision that was rendered using either of the three previous settlement options (col. 7, lines 28 – 60).

The program transmits or allows the user to view the proposed solution (col. 11, lines 34 – 35).

Regarding claims 3 – 5, Sloo disclose that the apparatus and program will accumulate a large number of data records that can be used to accurately predict a solution for almost any type of complaint or dispute. The program then transmits or allows the user to view the proposed. It is obvious to the person with ordinary skill in the art that accumulate data is the historical information for dispute resolution. The program then notifies the complainant or the subject of the receipt of the message so that the other party can read and respond to the message (col. 7, lines 63 – 65).

Regarding claims 22 – 24, Sloo discloses that after receiving the judgement related to the dispute, the program updates both the complainant's and the subject's performance records to reflect the judgment. The program then uses this new information to adjust the rating or score for the complainant and the subject. Specifically, the rating or score for the prevailing party is increased, while the rating or score for the losing party is decreased. Parties maintaining high scores or ratings may enjoy many benefits while using the apparatus. For example, these ratings or scores are used during the resolution of future complaints so that a party with a high score will

Art Unit: 3629

more likely receive a favorable resolution to a future complaint while a party with a low score will more likely receive an unfavorable resolution (col.8, lines 50 – 58).

Regarding claim 73, Sloo discloses that when the user selects the "Request a Judge/Jury" option, the program retrieves the complaint data record and transmits it to the selected judge or jurors or allows them to view the data record while on-line (col. 8, lines 33 – 43).

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 2, 6 – 13, 15 – 21, 25 – 31, 56 – 72 and 74 are rejected under 35 USC 103(a) as being unpatentable over Sloo US Patent 5,895,450.

Regarding claim 2, Sloo does not disclose to automatically select one of the dispute resolving modes. However, Sloo discloses that the "Automatic Decision Maker"

program retrieves data records from previously resolved complaints to evaluate the information to arrive at a proposed solution to the current question or dispute.

Therefore, it is known at the time of invention to a person with ordinary skills in the art to first execute the "Automatic Decision Maker" to give the resolution to user's dispute more efficiently, and, if the automatic resolution cannot be made, use other disclosed means.

Regarding claims 6 – 7, Sloo does not disclose one or more likely outcomes. However, it is known at the time of applicants invention to a person with ordinary skills in the art that in dispute resolution, complainants may be provided with one or more resolutions (for example, a customer is takes a defective merchandise to the store, customer service representative may offer choice to either exchange the merchandise, or, return the merchandise), and, the merchandise is either exchanged or returned as agreed upon by both, the customer and the customer service representative (parties involved in the dispute) to resolve the issues (col. 11, lines 21 – 35).

Regarding claim 8 – 10, Sloo discloses that the "Automatic Decision Maker" program retrieves data records from previously resolved complaints to evaluate the information to arrive at a proposed solution to the current question or dispute. (col. 11, lines 21 – 35). The program may allow the complainant to establish a settlement

(possibly a monetary value or a contract condition) that the complainant would accept to settle the dispute (col. 7, line 66, col.8, line 4).

Regarding claim 11, Sloo discloses several modes to resolve the issues which include ""Request a Judge/Jury" to allow either the user or subject to request intervention by a third party to resolve the dispute. Third party negotiator being selected from the group consisting of a judge, a plurality of jurors, an arbitrator and a plurality of users of the complaint handling computer means (col. 9, lines 41 – 45).

Regarding claims 12 – 13, Sloo does not disclose the judgement received is final judgement, and it is accepted by the one or more parties. However, Sloo discloses that the subject could accept or refuse the settlement offer. It is known at the time of applicant's invention that the users of a service have to abide with the rules and regulations of the service provider. If the service provider has mandated that the judgement received will be the final judgement, then, both the user and the subject have to agree to accept the requirements of the service provider before they begin to use the system (for example, in the TV show "Peoples Court", the judgement received is accepted as a final offer by both the complainant and the plaintiff). The complainant or the plaintiff can be individuals or group of individuals.

Regarding claims 15 – 19, Sloo discloses to use a central computer, a plurality of access terminals, and a communications network coupling the central computer with the access terminals. The communications network is preferably a conventional telecommunications network including a plurality of switches connected to corresponding local exchange carriers. The network may also be a local area network, wide area network, wireless network, voice network, or any other type of network operable for coupling the access terminals to the central computer. Sloo does not disclose the communication mode is selected by the dispute resolution specialist, However, it is known at the time of the invention to a person with ordinary skills in the art that the mode of communication is determined by the person handling the dispute dictated by service provider (resolution specialist). For example, if the history of the conversation among the parties, the resolution specialist may elect using postal mail, email, fax, telephone (conversation is recorded) etc. which is suitable to the parties involved.

The private communications transmitted over the communications network may be encrypted or otherwise protected using available technology.

Regarding claim 20 and 21, Sloo does not disclose to highlight agreements between parties. It is notoriously known that people use visual cues to highlight the portion of the document that require user's attention. For example, web pages are

known for using different fonts, making the letters bold, blinking, different color, underline etc).

Regarding claims 25 Sloo discloses to allow users of the apparatus to indicate their support or opposition to a judgment by posting the judgment and encouraging responses. Sloo does not disclose that the data relates to compliance of a participant to the final decision made in the resolution of the dispute. However, Sloo discloses that the subject could accept or refuse the settlement offer. It is known at the time of applicant's invention that the users of a service have to abide with the rules and regulations of the service provider. If the service provider has the mandated that the judgement received will be the final judgement, then both the user and the subject have to agree to accept the requirements of the service provider before they begin to use the system (for example, in the TV show "Peoples Court", the judgement received is accepted as a final offer by both the complainant and the plaintiff). The complainant or the plaintiff can be an individuals or group of individuals.

Regarding claims 26, Sloo does not disclose to highlight offenders. It is notoriously known that people use visual cues to highlight the portion of the document that require user's attention. For example, web pages are known for using different fonts, making the letters bold, blinking, different color, underline etc). Therefore, it is

known at the time of invention to a person with ordinary skills in the art to highlight offender in the system to prohibit the user from further using the system.

Regarding claims 27, Sloo discloses to select a judge or a jury from a list of pre-qualified persons who may have agreed to serve as judges or jurors. These pre-qualified persons are categorized by criteria that is helpful in selecting an appropriate judge or jury so that the program can compare the characteristics of the persons on the judge/jury list to the characteristics of the dispute to select a judge or jury that would be the most appropriate for the dispute. For example, judges and jurors who have technical skills may be identified and selected to resolve dispute involving technical matters (col. 8, lines 5 – 18).

Regarding claims 28, Sloo does not disclose type of dispute resolutions. It is known at the time of applicant's invention to a person with ordinary skills in the art that the disputes can be related to insurance, quality of products, service agreements etc. For example, the dispute can against a cleaner damaging the appliance (insurance related), or, painter did not paint the door while painting the room (service related) etc.

Regarding claim 29, Sloo discloses to create a unique e-mail address which is given only to the complainant and the subject so that it can be used as a private message area or as a password for entry into some type of private forum for negotiations between the complainant and the subject. The program then prompts the subject to enter the private e-mail address or password that was created during the registration of the complaint determines whether the entered e-mail address is correct. Since only the complainant and the subject are provided with this private e-mail address, only the subject of the complaint can enter a response to the complaint, thus insuring the validity of the response (col. 5, lines 12 – 19).

Regarding claims 30 – 31, Sloo does not disclose showing a visual indicia to indicate membership, nor does it disclose using medallions. It is notoriously known at the time of the invention to a person with ordinary skills in the art that sellers display medallions showing their participation in several systems, groups, associations, etc. to promote their business. For example businesses display a “Better Business Bureau” (BBB) medallion at their point of sales.

Regarding claim 56, Sloo discloses a computer program and a programmed apparatus for automatically handling and resolving user complaints against subjects. The program includes a routine for directing the apparatus to receive a complaint from a

Art Unit: 3629

complainant against a subject, a routine for directing the apparatus to receive from the subject a response to the complaint, a routine to direct the apparatus to store the complaint and response in a data record, and a routine for negotiating a settlement of the complaint. (abstract)

The program prompts the user to enter identifying information and creates a data record that is used to store the particular complaint, response, and other information relating to the complaint, prompts the user to enter his or her complaint and stores the complaint in the data record. (col. 4, lines 45 – 67). Sloo does not restrict its invention to be used for particular type of disputes (electronic commerce only). However, it is known at the time of invention to a person with ordinary skills in the art that the dispute can arise from breach of contract, mail fraud, defective products etc. For example, a customer can purchase a product from a local store, mail order, or, from an online retailer like Amazon.com .

Sloo does not disclose to compare facts of previously resolved disputes for selection of mode for resolving the dispute. However, Sloo discloses to allow the user to proceed by selecting one of the following options: "Negotiate the Complaint" to allow the user and subject to enter into private negotiations in an attempt to resolve the complaint; "Request a Judge/Jury" to allow either the user or subject to request intervention by a third party to resolve the dispute; "Automatic Negotiator" to allow the apparatus to determine a resolution to the dispute; and "Appeal a Decision" to allow either part to appeal a decision that was rendered using either of the three previous settlement options (col. 7, lines 28 – 60). It would have been obvious at the time of

invention to a person with ordinary skills in the art to provide the efficient resolution to the dispute (when a resolution is available) to save cost by resolving disputes in an efficient manner. For example, when the customer wants to return the defective product, customer service representative can refund the money when the customer has receipt (resolution available), otherwise the customer service clerk will either give store credit to the customer, or, call the manager to resolve customer's return of defective product (choice to resolve automatically, or, call the arbitrator).

The program transmits or allows the user to view the proposed solution (col. 11, lines 34 – 35).

Regarding claims 57 - 63, Sloo disclose that the "Automatic Decision Maker" routine of the program prompts the user to enter the user's questions or potential disputes. The program then retrieves data records from previously resolved complaints to evaluate the information entered to arrive at a proposed solution to the current question or dispute. For example, the program may compare the characteristics from the current question or dispute with the characteristics from the data records for the previously resolved complaints to arrive at an appropriate solution. The program then transmits or allows the user to view the proposed solution (col. 11, lines 21 – 36).

Sloo does not disclose to summarize the results. However, It is known at the time of invention to a person with ordinary skills in the art that stores are sometimes give choice of solutions to resolve the dispute to keep their customers happy by allowing

them to select a resolution. For example, when the customer wants to return the defective product and has a receipt, customer service representative may give a choice like we can refund the money, mail the check (often done when the customer had paid by the check), or, give you store credit.

Sloo discloses that satisfaction data would be available to the complaint handling apparatus, during artificial intelligence processing, to enable the complaint handling apparatus to make better predictions. (Predictions might include, predicted interaction outcomes, predicted complaint resolution outcomes, predicted outcomes due to policy changes.) The complaint handling apparatus could predict outcomes given a certain situation involving certain objects based on an aggregate of "learned" satisfaction data culled from previously monitored activity (see col. 15, lines 31 – 40).

Regarding claim 72, Sloo does not disclose to automatically determine the communication mode. However, it is known at the time of the invention to a person with the ordinary skills in the art that the parties involved in a dispute or discussion select mode of communication which is available to all the involved parties to make the mode of communication convenient for all parties. For example, if one of the parties involved does not have access to the internet available to them, then other mode of communication may be selected (like postal mail, telephone, fax etc.).

Regarding claim 74, Sloo does not disclose providing data to an electronic market place. However, it is known at the time of invention to a person with ordinary skills in the art that there are some businesses sell their knowledge, research, mailing lists etc. to generate revenue (for example, D & B, Forrester Research, Inc. etc.)

Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over Sloo US Patent 5,895,450 in view of Burchetta et al. US Patent 6,330,551.

Regarding claim 14, Sloo does not disclose creating a contract between one or more parties. (Burchetta et al. discloses the user system participation agreement. The agreement preferably details the terms of use of the system and details regarding the process. Preferably, a button is provided on the menu for either agreement or disagreement with the contract. If the user agrees to the terms of the contract, he or she proceeds to the original menu choice (adding/editing cases, or viewing cases). Otherwise, the user is returned to the login screen with all information cleared. Therefore, it is known at the time of invention to a person with ordinary skill in the art to modify Sloo as taught by Burchetta et al. and get both the user and the subject to agree to the terms and conditions to make the third party decisions legally accepted which could result in user and the subject saving money by avoiding high court costs.

(contract – The agreement of two or more persons, upon a sufficient consideration or cause, to do, or to abstain from doing, some act; an agreement in which a party undertakes to do, or not to do, a particular thing; a formal bargain; a compact; an interchange of legal rights. –Wharton, see “www.dictionary.com”)

Claims 64 – 71 are rejected because these are the claims for the methods of claims 1 – 63 and 72 – 74 rejected earlier.

Conclusion

THIS ACTION IS MADE FINAL. Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

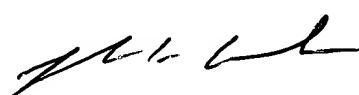
1. Malet et al. US Patent 6,347,332
2. Wamsley et al. US Patent 5,956,687
3. Explanation of contract from "www.dictionary.com"

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Naresh Vig whose telephone number is 703.305.3372. The examiner can normally be reached on M-F 7:30 - 5:00 (Alt Friday off).

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on 703.308.2702. The fax phone numbers for the organization where this application or proceeding is assigned are 703.305.7687 for regular communications and 703.305.7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703.305.3900.

August 22, 2002


JOHN G. WEISS
SUPERVISORY PATENT EXAMINER
TECHNOLOGY CENTER 3600